

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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9

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 06/25/2019		2. CONTRACT NO. (If any) EP-C-16-007		6. SHIP TO:	
3. ORDER NO. 68HERC19F0169		4. REQUISITION/REFERENCE NO. PR-OW-19-00386		a. NAME OF CONSIGNEE AWPB-MB	
5. ISSUING OFFICE (Address correspondence to) CAD US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: W136 Cincinnati OH 45268-0001				b. STREET ADDRESS US EPA-OW-OWOW-AWPD-MB 1200 PENNSYLVANIA AVE., NW MC-4503-T	
				c. CITY WASHINGTON	e. ZIP CODE 20460
7. TO: LYNN PETRAZZUOLO				f. SHIP VIA	
a. NAME OF CONTRACTOR Avanti Corporation				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 6621 Richmond Hwy #200				REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY Alexandria		e. STATE VA	f. ZIP CODE 223066602	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE AWPD-MB	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input checked="" type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input checked="" type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input checked="" type="checkbox"/> h. EDWOSB					
12. F.O.B. POINT					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 12/31/2021	
a. INSPECTION Destination	b. ACCEPTANCE Destination			16. DISCOUNT TERMS	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 796250538 ***Optional Form 347, Box 11. Business Classification should indicate that Avanti Corporation is a "small" business. However, it is marked as "other than small" business due to a system error*** Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)	
	21. MAIL INVOICE TO:							
	a. NAME RTP Finance Center						\$714,500.00	
	b. STREET ADDRESS (or P.O. Box) US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts							
c. CITY Durham								
						d. STATE NC	e. ZIP CODE 27711	17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)

06/25/2019

ELECTRONIC SIGNATURE

23. NAME (Typed)
Nicholas Bisher
TITLE: CONTRACTING/ORDERING OFFICER

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 06/25/2019	CONTRACT NO. EP-C-16-007	ORDER NO. 68HERC19F0169
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>TOCOR: Hugh Sullivan Max Expire Date: 12/31/2021 Invoice Approver: Hugh Sullivan Alt Invoice App: Danielle Grunzke Admin Office: CAD US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: W136 Cincinnati OH 45268-0001 Period of Performance: 02/01/2020 to 12/31/2021</p> <p>Base Effort: Task Order Ceiling and Funding: Provide services in accordance with the attached Performance Work Statement, Attachment 1 to this Task Order entitled "National Coastal Condition Assessment 2020: Toxicity Testing of Sediment."</p> <p>Accounting Info: 19-E1-87FM-000B06XP1-4183-1987ME9011-0 01 BFY: 19 Fund: E1 Budget Org: 87FM Program (PRC): 000B06XP1 Budget (BOC): 4183 DCN - Line ID: 1987ME9011-001 Funding Flag: Complete Funded: (b)(4)</p>				(b)(4)	
0002	<p>Base Effort: MARINE Sample Quantity in accordance with the attached Performance Work Statement, Attachment 1 to this Task Order entitled "National Coastal Condition Assessment 2020: Toxicity Testing of Sediment"</p> <p>(b)(4)</p>	(b)(4)			(b)(4)	
0003	<p>Base Effort: FRESHWATER Sample Quantity in accordance with the attached Performance Work Statement, Attachment 1 to this Task Order entitled "National Coastal Condition Assessment 2020: Toxicity Testing of Sediment" Continued ...</p>	(b)(4)			(b)(4)	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					(b)(4)	

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 06/25/2019	CONTRACT NO. EP-C-16-007	ORDER NO. 68HERC19F0169
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0004	(b)(4) OPTION A - Optional MARINE and FRESHWATER Samples in accordance with with the attached Performance Work Statement, Attachment 1 to this Task Order entitled "National Coastal Condition Assessment 2020: Toxicity Testing of Sediment."				(b)(4)	
0005	(b)(4) OPTION A MARINE Samples - Quantity Options in accordance with the attached Performance Work Statement, Attachment 1 to this Task Order entitled "National Coastal Condition Assessment 2020: Toxicity Testing of Sediment"	(b)(4)			(b)(4)	
	(b)(4)					
	(b)(4)					
0006	(b)(4) OPTION A FRESHWATER Samples - Quantity Options in accordance with the attached Performance Work Statement, Attachment 1 to this Task Order entitled "National Coastal Condition Assessment 2020: Toxicity Testing of Sediment"	(b)(4)			(b)(4)	
	(b)(4)					
	(b)(4)					
					(b)(4)	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO
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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 06/25/2019	CONTRACT NO. EP-C-16-007	ORDER NO. 68HERC19F0169
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0007	(b)(4)					
	OPTION B - Optional MARINE and FRESHWATER Samples in accordance with with the attached Performance Work Statement, Attachment 1 to this Task Order entitled "National Coastal Condition Assessment 2020: Toxicity Testing of Sediment."				(b)(4)	
	(b)(4)					
0008	OPTION B MARINE Samples - Quantity Options in accordance with the attached Performance Work Statement, Attachment 1 to this Task Order entitled "National Coastal Condition Assessment 2020: Toxicity Testing of Sediment"	(b)(4)			(b)(4)	
	(b)(4)					
	(b)(4)					
0009	OPTION B FRESHWATER Samples - Quantity Options in accordance with the attached Performance Work Statement, Attachment 1 to this Task Order entitled "National Coastal Condition Assessment 2020: Toxicity Testing of Sediment"	(b)(4)			(b)(4)	
	(b)(4)					
	(b)(4)					
	(b)(4)					
	Continued ...					
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					(b)(4)	

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER
06/25/2019

CONTRACT NO.

EP-C-16-007

ORDER NO.

68HERC19F0169

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	(b)(4)					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

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SECTION F - Deliveries or Performance

F-1 Local Clauses EPA-F-12-101 PERIOD OF PERFORMANCE

The period of performance of this contract shall be from 2/1/2020 through 12/31/2021 inclusive of all required reports.

SECTION G - Contract Administration Data

G-1 Local Clauses EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES

Task Order Contracting Officer's Representatives (TOCORs) for this contract are as follows:

Hugh Sullivan, 202-564-1763, sullivan.hugh@epa.gov

Danielle Grunzke, 202-566-2876, Grunzke.danielle@epa.gov

Contracting Officials responsible for administering this contract are as follows:

Nicholas Bisher, 513-487-2652, bisher.nicholas@epa.gov

SECTION J - List of Documents, Exhibits and Other Attachments

Attachment Number	Title	Date
1	Attachment 1 – Performance Work Statement	3/21/2019
2	Attachment 2 – Avanti Points of Contact	4/8/2019

**Performance Work Statement
Technical Support for National Aquatic Resource Surveys
Task Order TBD**

TITLE: National Coastal Condition Assessment 2020: Toxicity Testing of Sediment

A. EPA PERSONNEL

Task Order Contracting Officer Representative (TOCOR):

Name: **Hugh Sullivan**
Office: EPA/OW/OWOW/WRAPD/MAB
Address: 1200 Pennsylvania Ave, NW MC: 4503T
Telephone: 202 564-1763
E-mail: Sullivan.hugh@epa.gov

Alternate Task Order Contracting Officer Representative (Alt TOCOR):

Name: **Danielle Grunzke**
Office: EPA/OW/OWOW/WRAPD/MAB
Address: 1200 Pennsylvania Ave, NW MC: 4503T
Telephone: 202-566-2876
E-mail: Grunke.danielle@epa.gov

B. ESTIMATED PERIOD OF PERFORMANCE

February 1, 2020 through December 31, 2021

C. TASK ORDER TYPE

Firm Fixed Price

I. BACKGROUND:

The U.S. EPA, states and other partners are planning the third survey of the nation's estuarine and Great Lake resources to provide regional and national data on their condition. The National Coastal Condition Assessment (NCCA) 2020 is designed to evaluate conditions in the nation's coastal waters. Field crews from EPA, States, Tribes and contractors will collect samples from sites from approximately May 1, 2020 through September 30, 2020. EPA and partners may also collect samples from a smaller number of sites in 2021 as a pilot (up to 100). The field sampling method pertinent to this laboratory Task Order involves the collection of sediment from bottom substrates.

EPA arranges for laboratory support for processing sediment samples. States and Tribes may choose to use their own laboratories or may utilize EPA's contract laboratory. As a result of future State, Tribal, and EPA determinations, the actual number of samples may vary throughout the season. In addition, there are circumstances in which field crews might not collect samples (hard pan substrate, for example). In consideration of these aspects, the contractor will receive a minimum of 500 samples for processing through the task order. To allow for the potential of

additional samples collected by the survey, U.S. territories (such as Guam, Puerto Rico, Virgin Islands etc) and other studies in 2020 and 2021, the task order contains options for EPA to order up to another 900 samples (18 options of 50 samples) and up to another 100 samples in smaller options (10 options of 10 samples) for a total of 1,000 optional samples.

It is essential that the contractor require that all of its laboratory technicians use the same procedures and meet the required quality elements.

Before the laboratory submits the batch data to EPA, the analyst who generated the data and an experienced data reviewer shall independently check and review the data, as follows:

- The analyst shall review the data to ensure that:
 - Sample preparation information is correct and complete
 - Analysis information is correct and complete
 - The appropriate method and standard operating procedures were followed
 - Analytical results are correct and complete
 - Quality control samples were within established control limits
 - Controls were within the appropriate Quality Control (QC) limits
 - Documentation is complete
- The data reviewer shall review the data package to verify that:
 - Data are scientifically sound and appropriate
 - QC samples were within established guidelines
 - Qualitative and quantitative results are correct
 - Data spreadsheet conforms to EPA data template requirements
 - Documentation is complete

Accompanying all data submissions for each batch, the laboratory shall provide a short narrative that includes the following information:

- Project summary referencing the batch QC identification number, total number of samples in the batch and their sample numbers (using EPA's sample identification numbers), and the analytical methodology used for analysis;
- Discussion of any protocol deviations that may have occurred during sample testing;
- Discussion of QC questions that were encountered and the corrective measures taken;
- Definitions of any laboratory QC codes used in the data; and
- QC sample excursions exceeding established control limits or excursion of other parameters required by laboratory internal analytical Standard Operating Procedures (SOPs).

Once or twice during the performance period, the External QC Coordinator (either an EPA staff member or a contractor external to this PWS) will provide one or two identical sets of QC samples to all participating laboratories. Each set will contain up to five QC samples. As determined by the External QC Coordinator, the QC samples may be synthetic; aliquots of additional samples collected at NCCA sites; or reference samples obtained from an organization such as the National Institute of Standards and Technology. Each laboratory will run the QC samples following the same procedures used for the other samples. The External QC Coordinator will compare the results to the expected value and determine consistency between laboratories (e.g., determine if one laboratory is consistently higher or lower than all others). Based upon the

evaluation, the External QC Coordinator may request additional information from one or more laboratories about any unique laboratory practices that might account for differences between the laboratory and others.

II. PURPOSE

The purpose of this task order is to perform toxicity tests in sediment samples collected in the NCCA and related studies. The types of support required for this project include technical support, sample analyses, transmittal of the results in database format, and a revised database at the conclusion of quality control procedures.

III. GOVERNMENT FURNISHED INFORMATION

EPA will arrange for delivery of the samples to the laboratories.

The following documents are references for the task order. They are located at:

https://usepa.sharepoint.com/sites/OW_Community/nars/_layouts/15/start.aspx#/Contracts/Forms/AllItems.aspx.

- 2020 Laboratory Operations Manual (LOM)
- 2020 Field Operations Manual (FOM); and
- Data template (i.e., spreadsheet for reporting laboratory data).

As they become available, the EPA TOCOR will provide the contractor with revisions of relevant documents, including the FOM and LOM, and any other information deemed necessary for the contractor to provide the support for the Performance Work Statement (PWS).

IV. GENERAL REQUIREMENTS

In providing support under the tasks described in Section V, the contractor also shall adhere to the following general requirements:

1. Deliverables (see Contract PWS B.1)

Memoranda shall be placed on company letterhead and the subject line will include the phrase “EPA Contract #”.

The contractor shall name all electronic files using a logical abbreviation for the name of the document (e.g., TO14Data), the contractor name, and the date of edits to assist in version control (ex: TO14Data_LABNAME_2020_12_02).

The contractor shall use EPA’s templates for reporting the results of the taxonomic analyses for the samples. For any other database or spreadsheet submitted to EPA, the contractor must provide metadata that, at a minimum, identify the fields recorded for each sample, define the codes used for the field, and include the version number and date. The contractor must ensure that all sample results must be linked to EPA site ids and sample ids when submitted.

The contractor shall ensure that documentation is created using Agency standard software formats (e.g., Microsoft Office) to facilitate EPA use and review.

2. Identification at Meetings/Teleconferences (see Contract clause B.2)

Contractor personnel shall always identify themselves as contractor employees by name and organization. Contractor personnel are prohibited from acting as the Agency's official representative. The contractor shall refer any questions relating to the interpretation of EPA policy, guidance, or regulation to the TOCOR.

3. The contractor shall follow the provision of EPA prescription 1523.703-1, *acquisition of environmentally preferable meeting and conference services (May 2007)*, for the use of off-site commercial facilities for an EPA event, whether the event is a meeting, conference, training session, or other purpose. Environmental preferability is defined at FAR 2. 101, and shall be used when soliciting quotes or offers for meeting /conference services on behalf of the Agency. No single event under this TO is anticipated to exceed \$20,000. The contractor shall immediately notify the EPA Contracting Officer, PO and TOCOR of any anticipated event involving support for a meeting, conference, workshop, symposium, retreat, seminar or training that may potentially incur \$20,000 or more in cost during performance. Conference expenses are all direct and indirect costs paid by the government and include any associated authorized travel and per diem expenses, room charges for official business, audio visual use, light refreshments, registration fees, ground transportation and other expenses as defined by the Federal Travel Regulations. All outlays for conference preparation should be included, but the federal employee time for conference preparation should not be included. After notifying EPA of the potential to reach this threshold, the Contractor shall not proceed with the task(s) until authorized to do so by the Contracting Officer.

4. As required, the TOCOR shall provide technical direction in accordance with Clause H-12 of the contract, EPAAR 1552.237-71 TECHNICAL DIRECTION (AUG 2009) and the Contract Level PWS.

V. SCOPE OF WORK

The contractor shall provide laboratory support for the sediment toxicity analyses as described in the following tasks.

Task 1. Task Order Management and Monthly progress reports (See Contract Attachment 2 and 3; PWS B.2)

The contractor shall manage the Task Order (TO) and submit monthly progress and financial reports prepared and submitted in accordance with the contract clause, Contract Attachment 2, Reports of Work.

- a. *Teleconferences*: The contractor, and its laboratories, shall participate in EPA's teleconferences about laboratory procedures for the sediment toxicity testing. Prior to the

shipping of the first samples, EPA will coordinate and facilitate 1-3 teleconference calls, each to last approximately 1 hour, to review the analysis methods in the LOM, required reporting elements, data templates, and the relevant requirements in the QAPP. The participants will include EPA, the contractor's laboratories, subcontract laboratories, and State laboratories. If EPA conducts multiple teleconferences (e.g., due to State laboratory personnel availability), the contractor shall participate in all calls because different issues may arise that would require feedback from the contractor.

- b. *Plan and Schedule: The contractor shall submit a plan with the following information as part of their proposal:* The plan shall describe the contractor's procedures for managing samples throughout the different analyses stages (e.g., delivery to the laboratory; sediment storage; initiation and completion of toxicity testing; internal Quality Assurance/Quality Control (QA/QC) procedures and references; results reported to EPA). The plan shall:
- i. Recommend the amount of sample required to run the test and ensures that enough sediment remains for a second test if the first one fails the QA/QC requirements (e.g., too many organisms do not survive in the control sediment or other issue).
 - ii. Include a schedule that assumes that EPA will exercise all options (i.e., the plan should address processing time and scheduling on 1400 samples from the 2020 field sampling and 100 samples from 2021);
 - iii. Specify number and timing of when the field crews or EPA's batching laboratory should deliver the samples to the contractor. In developing the delivery schedule, consider:
 - a) The 8 week holding time during which the following must be completed:
 - 7 day acclimation period;
 - the original (i.e., first) toxicity test;
 - if necessary, a second test (e.g., due to control failures).
 - b) Because few crews sample early in the season (e.g., May and early June), the batching lab would have relatively few samples to ship to the laboratory.
 - c) It is not desirable to have many samples at the batching laboratory for a long time. EPA also intends to close the batching laboratory relatively soon after the field season ends (e.g., November 2020; November 2021).
 - iv. Project the number of samples in each of the stages in a given period of time (e.g., quarterly);
 - v. Call for completion of all laboratory analyses and all activities from the 2020 field season by August 1, 2021 and at least two months prior to the end of the period of performance for samples collected in 2021; and
 - vi. Call for response to EPA's data questions between August 1, 2021 and September 30, 2021 and during the final two months of the period of performance for samples collected in 2021.

After award, the contractor shall review and if appropriate expand upon and/or confirm the plan submitted with the proposal.

- c. *Status Summaries*: Prior to delivering the progress report, the contractor shall provide monthly and mid-monthly status summaries. The monthly status report shall match the time period covered by the progress report. The contractor shall provide Excel spreadsheets with the monthly and mid-monthly status reports that include:
- i. The number of samples received by the lab (cumulative total and number received during that reporting cycle).
 - ii. The number of samples for which the laboratory has finished for each of the analysis stages (cumulative total and number completed during that reporting cycle).
 - iii. The number of samples for which the laboratory has submitted complete results (for that sample) to EPA (cumulative total and number submitted during that reporting cycle).
 - iv. Percent capacity reached in the contract (i.e., number of sample results delivered compared to the maximum number specified in task order when all quantities are exercised); and percent capacity of samples ordered or ‘exercised’ (i.e. number of samples results delivered compared to the number of samples included in exercised quantities).
 - v. Data for each batch of samples processed, or revised, since the previous summary. Batches must consist of 10 or fewer NCCA samples and one control. The contractor must report the data using EPA’s data template, but updated with the new and revised data, and provide a separate case narrative (e.g., emailed Word or pdf file). The contractor also shall report its QA/QC data:
 - Electronic copy, or alternative approved format, of the bench sheets with the results of the daily checks of the chambers (e.g., dissolved oxygen (DO), temperature readings) and start and finish checks of the chambers (e.g., DO, temperature, potential hydrogen (pH), ammonia, salinity).
 - If a batch fails the QA/QC requirements (e.g., the organisms in the control have a low survival rate), the contractor must submit results from two tests: 1) the original; and 2) the retest. In extreme circumstances, the EPA TOCOR may grant a waiver for situations outside of the contractor’s control (e.g., the field crew did not collect a large enough sample for reanalysis) via written Technical Direction.
 - Comments about unusual conditions associated with the test and/or results.
 - Provide a simple list of the invoiced samples with the EPA sample #, site ID, and visit #. The TOCOR will compare the list with the NCCA master list of samples to verify that every sample has been invoiced one time.

In reviewing invoices, the EPA TOCOR will only consider the sample data to be complete if the data include the QA/QC data. In addition, the contractor shall provide a separate case narrative (e.g., emailed Word or pdf file) for the EPA TOCOR to review with the data.

- d. *Monthly Progress and Financial Reports*: The contractor shall provide a progress and financial report each month that matches the costs in the corresponding invoice.
- i. The contractor shall provide a progress report each month that includes project status; expenditures to date; number of samples in each processing stage

- compared to the plan; unexpected problems or concerns, including with quality assurance (e.g., multiple control failures); lessons learned; QA/QC activities; and next steps. The contractor shall prepare and submit the monthly progress reports in accordance with the contract clause, Contract Attachment 2, Reports of Work.
- ii. The contractor shall prepare and submit the financial reports in accordance with the contract clause, Contract Attachment 2, Reports of Work.
 - iii. In the financial report, the contractor shall identify the sample analyses completed during the month and billed in the invoice, using the NCCA site identification code and NCCA sample number.
 - iv. For the month in which the contractor delivers the final database for Task 4, the contractor shall include the costs for Task 4.
- e. *Issues Requiring EPA Resolution:* The contractor shall immediately notify the EPA TOCOR of any unexpected problems or concerns, including issues with QA/QC, and recommend remedies or corrective actions. Upon receiving written technical direction from the EPA TOCOR, the contractor shall revise its schedule in the technical proposal and respond to any additional comments/concerns from the EPA TOCOR following submission of the revised plan. The contractor also shall include problems and concerns in the monthly progress report.

Deliverables and Schedule under Task 1:

Subtask	Deliverable	Due
a.	Participation in teleconferences	Date/time per written technical direction from EPA TOCOR based upon contractor's recommended dates/times
b.	Plan and Schedule (expanded or confirmation that the original is correct)	Within two months of effective date of Task Order
c.	Status updates with data in spreadsheet with separate case narrative.	Monthly
d.	Progress and financial reports in electronic format	Monthly
e.	Email	Immediately when issue identified.
f.	Revised technical plan and schedule request (as necessary)	Revisions within 5 working days of receipt of written technical direction approving the schedule change request or EPA TOCOR comments requesting change to the requested schedule change.

Task 2. Quality Assurance (Contract PWS B.3)

Quality Assurance (QA) is an important component of EPA's work to assure that minimum quality standards are attained. The contractor shall address the QA requirements of this task order by adhering to the requirements and procedures identified in:

- The contractor's customized Quality Management Plan incorporated into this NARS contract;
- NCCA Survey QA documents describe how quality assurance and quality control will be applied to the collection of environmental data for the survey. The documents relevant to support in this task order are:
 - Quality Assurance Project Plan (QAPP)
 - Laboratory Operations Manual (LOM)

The NCCA 2020 quality documents will evolve throughout the task order. The contractor must notify the EPA TOCOR immediately if it identifies areas where its previous activities are not consistent with the revisions made to the QAPP and LOM. The EPA TOCOR will determine whether any modifications to the contractor's previous activities will be necessary, which may require a written modification to the task order by the EPA Contracting Officer (CO).

- a. The contractor shall demonstrate a commitment to adhere to the QAPP. The contractor's Quality Assurance Official (QAO) and each laboratory's QAO shall sign the page "Review & Distribution Acknowledgment and Commitment to Implement" in the introductory section of the QAPP. The contractor shall distribute the version of the QAPP and LOM available at award of the task order, and any additional revisions approved by the EPA QAO, throughout the contractor's organization, including subcontractors and consultants. If EPA distributes an updated version of the LOM and states that it contains a "significant change," relevant to sediment toxicity testing, the contractor shall acknowledge, in writing (e.g., Email), that it has received and distributed the revised LOM to the appropriate personnel.

- b. The contractor shall demonstrate its preparation for the work. The contractor shall provide documentation that it has completed all control analyses required in the LOM and QAPP, including but not limited to those demonstrating suitability of overlying water, clean sediment, healthy test organism and chamber non-toxicant tests prior to the start of any work. Because the quality assurance steps are integral parts of the test procedures, costs for the following control analyses and associated documentation are NOT BILLABLE as separate samples under this task order. The contractor shall provide documentation of control analysis results to the EPA TOCOR within five working days of receipt of technical direction requesting it. The contractor shall maintain this documentation for EPA to review until publication of the sediment toxicity results or notified by the EPA, whichever happens first.
- c. Implementation of QA/QC in performing the other tasks in this Performance Work Statement, the contractor shall document its QA activities as follows:
 - i. Standard Operating Procedures (SOPs) and any other quality assurance documentation developed or adopted by the contractor's laboratory for use in performing the required analyses. If the contractor does not develop or modify them as part of the costs incurred by the task order, the contractor may claim the SOPs to be proprietary.
 - ii. Reports of relevant QA activities in any deliverable. All QA documentation prepared under the task order shall be considered non-proprietary.
 - iii. Monthly reports of QA activities performed during implementation of this task order. These monthly QA reports shall identify QA activities performed to support implementation of this task order, problems encountered, deviations from the QAPP, and corrective actions taken. The contractor shall include the QA report with the monthly progress report.
- d. Ability to conform to NCCA measurement quality objectives, the contractor shall, at a minimum, ensure that the data meet the measurement quality objectives in the QAPP.

Deliverables and Schedule under Task 2:

Subtask	Deliverable	Due
a.	Original QAPP signature page	No later than 5 working days after effective date of task order
	Email acknowledgement of receipt of LOM with "significant change"	No later than 10 working days after receiving revised LOM
b.	Laboratory SOPs	No later than 5 working days after effective date of task order. If the laboratory modified the SOPs during the performance period, provide the final versions 5 working days before the end of the

Subtask	Deliverable	Due
		performance period. Otherwise, provide an email stating that the SOPs have remained unchanged throughout the task order.
c.	Documentation of laboratory readiness	No later than 5 working days after effective date of task order. Otherwise, if any conditions change, before use for new tests.
d.	Control analysis results	Within 5 working days of technical direction.
e.	Documentation of QA activities	With deliverables
	Monthly reports of QA activities	With monthly progress report
f.	Data and QC elements identified in procedure	With database

Task 3. Toxicity Testing (Contract PWS B.3, C.4)

The contractor shall strictly follow ALL procedures in the methods specified in Section I of this PWS for performing the toxicity testing of sediment samples collected by the NCCA field crews.

If the contractor identifies a situation requiring a minor change in a procedure, the EPA TOCOR must approve the deviation in written technical direction before the contractor can implement the change.

In addition to the delivery of data addressed in Task 1 of this PWS, the contractor shall provide the deliverables resulting from the following activities:

- a. Log each sample and record the condition of the sample into the NARS Information Management (IM) provided spreadsheet and email to NARS IM; contact information will be provided by the TOCOR before sampling begins) within 24 (clock) hours of the sample arriving at the laboratory. If the sample does not arrive when expected, the contractor shall immediately notify the EPA TOCOR or her/his designee.
- b. Retain the samples until the end of the period of performance of the task order. If EPA determines that transfer to another location is necessary, EPA will make separate arrangements (e.g., task order modification, purchase order) with the contractor for any necessary packaging and shipping expenses. Otherwise, at the end of the retention period, the contractor shall follow its internal protocols for disposal.
- c. Retain original records, including laboratory notebooks, for a minimum of 10 years from the date that EPA publishes the final report. If EPA determines that copies or physical transfer to another location is necessary, EPA will make separate arrangements (e.g., task order modification, purchase order) for any necessary photocopying, packaging and shipping expenses. Otherwise, at the end of the retention period, the contractor shall follow its internal protocols for disposal.

- d. Unless the TOCOR grants an exception, the contractor shall not publish findings based upon work conducted under this task order. This restriction shall remain in effect until EPA provides public access to the data when the NCCA 2020 Report is published.

Deliverables and Schedule under Task 3:

Subtask	Deliverable	Due
a.	Sample logged into NARS IM system	Within 24 (clock) hours of sample receipt
b.	Email identifying missing sample	Immediately if sample does not arrive when expected
c.	Access to samples	Upon EPA TOCOR's written request.
d.	Access to laboratory notebooks	Upon EPA TOCOR's written request.

Task 4. Final Database (Contract PWS B.1, B.3, C.4)

- a. The contractor shall provide revised and final databases for the results of the toxicity testing from samples collected in 2020 as described in this Task Order's Task 1b. The contractor shall provide:
- i. Responses to EPA's questions about the sample and QC data, as conveyed by the EPA TOCOR's technical direction.
 - ii. Revised databases that incorporate changes based upon EPA's review of the data and identified by the EPA TOCOR's technical direction.
 - iii. Final database that incorporates revisions identified by the EPA TOCOR's technical direction.
- b. For samples collected in 2021, the contractor shall provide a compiled, but separate, dataset no later than two months before the end of the period of performance and shall answer EPA questions during the last two months of the period of performance.

Deliverables and Schedule under Task 4:

Subtask	Deliverable	Due
a.i	Email with responses to data questions	1-5 working days per technical direction
a.ii and b.	Revised databases	10 working days after receiving the EPA TOCOR's technical direction. The contractor shall assume that five revisions will be required as a result of EPA's review of the data during the periods identified in Task 1b.
a.iii.	Final database	10 working days after receiving technical direction; but no later

Subtask	Deliverable	Due
		than 5 days prior to September 30, 2021 for 2020 samples.
b	Compiled dataset	10 working days after receiving written technical direction; but no later than 5 working days prior to the end of the period of performance

VI. TRAVEL

EPA does not anticipate that any travel will be necessary to perform the tasks in the Performance Work Statement.

VII. QUALITY ASSURANCE SURVEILLANCE PLAN

EPA will judge performance using the following Quality Assurance Surveillance Plan (QASP).

Performance Requirement	Measurable Performance Standards (working days do not include Saturday, Sunday, Federal Holidays, and EPA Furlough Days)	Surveillance Method	Incentives/Disincentives
Management and Communications: The Contractor shall maintain contact with the EPA TOCOR throughout the performance of the task order and shall immediately bring potential problems to the attention of the EPA TOCOR. In cases where issues have a direct impact on project schedules, cost, time, or quality, the contractor shall provide options for EPA's consideration on resolving the issues or mitigating their impacts.	Any issue adversely impacting project schedules, cost, time or quality shall be brought to the attention of the EPA TOCOR within 3-working days of occurrence.	EPA TOCOR will identify unreported issues.	Two or more incidents where the contractor: <ul style="list-style-type: none"> Does not provide timely notification; or Created a severe adverse situation will be considered unsatisfactory performance and will be reported as such in the CPARS Performance Evaluation System under the category of Management . Fewer than two incidents where the contractor does not meet the measurable performance standard will be considered acceptable performance and will be reported as such in the CPARS Performance Evaluation System under the category of Business Relations
Timeliness: Data (Task 1) and databases (Task 4) shall be delivered in accordance with the schedule developed in PWS Task 1. After EPA accepts the final schedule in Task 1,	<ul style="list-style-type: none"> No more than 25% of the data for Task 1 shall be submitted more than 3 working days past the date in the accepted schedule. 	100% of the progress reports, data submissions, and databases will be reviewed by the EPA TOCOR monthly to compare actual delivery dates against those in the	Unsatisfactory rating under the category of Schedule in CPARS when the contractor does not meet the measurable performance standards during the applicable period of performance.

Performance Requirement	Measurable Performance Standards (working days do not include Saturday, Sunday, Federal Holidays, and EPA Furlough Days)	Surveillance Method	Incentives/Disincentives
<p>it is unlikely that EPA will be willing to extend the schedule due to any factors under the contractor's control (e.g., to complete work under another contract).</p> <p>Samples shall be analyzed before the 8-week holding time expires.</p>	<ul style="list-style-type: none"> • None of the data for Task 1 shall be submitted more than 40 working days past the date in the accepted schedule. • No more than 15% of the revised databases (Task 4) shall be submitted more than 3 working days past the date in the accepted schedule. • No delays in submitting the final database (Task 4) by the "no later than" date in the PWS. 	<p>approved schedule from Task 1.</p>	
<p>Technical Effort: The Contractor shall assign appropriately leveled and skilled personnel to all tasks; and abide by the contractor's QMP, the NCCA QAPP, and the methods identified in Section I.</p>	<p>No more than 25% of reviewed deliverables and data shall require revisions to meet the requirements of the QMP, NCCA QAPP, data template, and the methods identified in Section I.</p> <p>All of the assigned staff must meet the LOM requirements for their assigned duties.</p>	<p>100% of the data will be reviewed by the EPA TOCOR to identify noncompliance issues with the QMP, NCCA QAPP, and the methods identified in Section I.</p>	<p>Unsatisfactory rating under the category of Quality in CPARS when the contractor does not meet the measurable performance standards during an applicable period of performance.</p>

POINTS OF CONTACT
TECHNICAL SUPPORT FOR NATIONAL AQUATIC RESOURCE SURVEYS
TASK ORDER TBD

Title: National Coastal Condition Assessment 2020: Toxicity Testing of Sediment

The contractor shall provide contact information for the prime contractor and laboratory. If the contract is awarded, EPA will use this information in contacting the contractor and providing shipping instructions to the batch laboratory and/or field crews. Use the template in Table 1 or any other format that provides the required information. Also include any special shipping instructions, recommendations, and/or preferences (e.g., fill bucket to only 75%).

Table: Contact Information

Person's role in the task order	Organization	Person's name	Phone	Email (<i>most EPA and logistics-related communications will be by email</i>)	Include person on emails (Y/N)
TO Leader (<i>required</i>)	Prime	(b)(4)	(b)(4)	(b)(4)	Y
Other prime contacts (e.g., TO coordinator)	Prime				Y
Lab contact (<i>for shipping questions</i>)	Lab (<i>include shipping address for samples and any special instructions</i>)	(b)(4)	(b)(4)	(b)(4)	Y
Backup lab contact	Lab	(b)(4)	(b)(4)	(b)(4)	(b)(4)
Others?		(b)(4)	(b)(4)	(b)(4)	(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 4	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (If applicable)		6. ISSUED BY CAD		7. ADMINISTERED BY (If other than Item 6)	
CAD US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: W136 Cincinnati OH 45268-0001					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Avanti Corporation Attn: LYNN PETRAZZUOLO 6621 Richmond Hwy #200 Alexandria VA 223066602		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-16-007 68HERC19F0169	
				10B. DATED (SEE ITEM 13) 06/25/2019	
CODE 796250538		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule (b)(4)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral - FAR 52.216-22

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ copies to the issuing office.

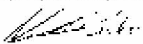
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 796250538

The purpose of this modification is to (b)(4)

(b)(4)

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Nicholas Bisher	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 07/31/2019

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EP-C-16-007/68HERC19F0169/P00001PAGE OF
2 4NAME OF OFFEROR OR CONTRACTOR
Avanti Corporation

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>TOCOR: Hugh Sullivan Max Expire Date: 12/31/2021 Invoice Approver: Hugh Sullivan Alt Invoice App: Danielle Grunzke LIST OF CHANGES: Reason for Modification: Exercise an Option Total Amount for this Modification: \$0.00 New Total Amount for this Version: (b)(4) New Total Amount for this Award: \$714,500.00</p> <p>Obligated Amount for this Modification: \$285,000.00</p> <p>New Total Obligated Amount for this Award: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 5 Quantity changed (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 4 Total Amount changed (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 6 Quantity changed (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 3 Quantity changed (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2 Quantity changed (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1 Total Amount changed (b)(4) Obligated Amount for this Modification: (b)(4)</p> <p>CHANGES FOR DELIVERY LOCATION: OW-OWOW-AWPD-MB (b)(4)</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 19-20-B-05HEL-000BJ7XF5-2505-1905HIX504-001 Beginning Fiscal Year 19 Ending Fiscal Year 20 Fund (Appropriation) B Budget Organization 05HEL Program (PRC) 000BJ7XF5 Budget (BOC) 2505 Job # (Site/Project) Continued ...</p>				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	EP-C-16-007/68HERC19F0169/P00001	3	4

NAME OF OFFEROR OR CONTRACTOR

Avanti Corporation

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Cost Organization</p> <p>DCN-LineID 1905HIX504-001</p> <p>Quantity: 0</p> <p>Amount: (b)(4)</p> <p>Percent: (b)(4)</p> <p>Subject To Funding: N</p> <p>Payment Address:</p> <p>RTP Finance Center</p> <p>US Environmental Protection Agency</p> <p>RTP-Finance Center (AA216-01)</p> <p>109 TW Alexander Drive</p> <p>www2.epa.gov/financial/contracts</p> <p>Durham NC 27711</p> <p>NEW ACCOUNTING CODE ADDED:</p> <p>Account code:</p> <p>19-E1-87FM-000B06XP1-4183-1987ME9020-001</p> <p>Beginning FiscalYear 19</p> <p>Ending Fiscal Year</p> <p>Fund (Appropriation) E1</p> <p>Budget Organization 87FM</p> <p>Program (PRC) 000B06XP1</p> <p>Budget (BOC) 4183</p> <p>Job # (Site/Project)</p> <p>Cost Organization</p> <p>DCN-LineID 1987ME9020-001</p> <p>Quantity: 0</p> <p>Amount: (b)(4)</p> <p>Percent: (b)(4)</p> <p>Subject To Funding: N</p> <p>Payment Address:</p> <p>RTP Finance Center</p> <p>US Environmental Protection Agency</p> <p>RTP-Finance Center (AA216-01)</p> <p>109 TW Alexander Drive</p> <p>www2.epa.gov/financial/contracts</p> <p>Durham NC 27711</p> <p>Payment:</p> <p>RTP Finance Center</p> <p>US Environmental Protection Agency</p> <p>RTP-Finance Center (AA216-01)</p> <p>109 TW Alexander Drive</p> <p>www2.epa.gov/financial/contracts</p> <p>Durham NC 27711</p> <p>Period of Performance: 02/01/2020 to 12/31/2021</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
Avanti Corporation

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All other terms and conditions remain unchanged.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
						1 3	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
P00002		See Block 16C		PR-OW-20-00376			
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
CAD							
CAD US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: W136 Cincinnati OH 45268-0001							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(x) 9A. AMENDMENT OF SOLICITATION NO.			
Avanti Corporation Attn: LYNN PETRAZZUOLO 6621 Richmond Hwy #200 Alexandria VA 223066602							
				9B. DATED (SEE ITEM 11)			
				x 10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-16-007 68HERC19F0169			
				10B. DATED (SEE ITEM 13) 06/25/2019			
CODE 796250538		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)				(b)(4)			
See Schedule							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X	D. OTHER (Specify type of modification and authority) Unilateral - FAR 52.216-22						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
DUNS Number: 796250538							
The purpose of this modification is to exercise One (1) Marine Option A options and One (1) Marine Option B options for an (b)(4) to line item 0001, which (b)(4) ceiling for line item (b)(4) This increases the number of samples on (b)(4) This modification provides funding in the amount of (b)(4) for the exercised options, which fully funds the task order ceiling of (b)(4)							
TOCOR: Hugh Sullivan Max Expire Date: 12/31/2021 Invoice Approver: Hugh Sullivan Alt Invoice App: Danielle Grunzke LIST OF CHANGES: Continued ...							
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				Sandra Stargardt-Licis			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				ELECTRONIC SIGNATURE		05/18/2020	
				(Signature of Contracting Officer)			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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2 3NAME OF OFFEROR OR CONTRACTOR
Avanti Corporation

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Reason for Modification: Exercise an Option Total Amount for this Modification: \$0.00 New Total Amount for this Version: \$714,500.00 New Total Amount for this Award: \$714,500.00 Obligated Amount for this Modification: (b)(4) New Total Obligated Amount for this Award: (b)(4)</p> <p>Buyer changed from Nicholas Bisher to Amanda Toole</p> <p>Contracting Officer changed from Nicholas Bisher to Sandra Stargardt-Licis</p> <p>CHANGES FOR LINE ITEM NUMBER: 2 (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 4 Total Amount changed (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1 Total Amount changed (b)(4) Obligated Amount for this Modification: (b)(4)</p> <p>CHANGES FOR DELIVERY LOCATION: OW-OWOW-AWPD-MB Amount changed from (b)(4)</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 20-21-B-87FM-000B67-2505-2087ME4010-001 Beginning FiscalYear 20 Ending Fiscal Year 21 Fund (Appropriation) B Budget Organization 87FM Program (PRC) 000B67 Budget (BOC) 2505 Job # (Site/Project) Cost Organization DCN-LineID 2087ME4010-001 Quantity: 0 Amount: (b)(4) Percent: (b)(4) Subject To Funding: N Payment Address: RTP Finance Center US Environmental Protection Agency Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EP-C-16-007/68HERC19F0169/P00002PAGE OF
3 3NAME OF OFFEROR OR CONTRACTOR
Avanti Corporation

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711</p> <p>CHANGES FOR LINE ITEM NUMBER: 5 Quantity changed (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 7 Total Amount changed (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 8 Quantity changed (b)(4)</p> <p>Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711 Period of Performance: 02/01/2020 to 12/31/2021 . All other terms and conditions remain unchanged.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
						1 2	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
P00003		See Block 16C		PR-OW-20-00665			
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
CAD							
CAD US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: W136 Cincinnati OH 45268-0001							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(x)			
Avanti Corporation Attn: LYNN PETRAZZUOLO 6621 Richmond Hwy #200 Alexandria VA 223066602							
				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				x			
				10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-16-007 68HERC19F0169			
				10B. DATED (SEE ITEM 13) 06/25/2019			
CODE 796250538		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X	D. OTHER (Specify type of modification and authority) Bilateral - IAW FAR 52.232-22, Local Clauses EPA-B-32-101 Limitation of Funds						
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) DUNS Number: 796250538 The purpose of this modification is to deobligate FY 19/20 funding in the amount of (b)(4) and obligate FY 20/21 funding in the amount (b)(4) on Line Item 0001, which fully funds this task order.							
TOCOR: Hugh Sullivan Max Expire Date: 12/31/2021 Invoice Approver: Hugh Sullivan Alt Invoice App: Danielle Grunzke LIST OF CHANGES: Reason for Modification: Funding Only Action Total Amount for this Modification: \$0.00 Continued ...							
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				Sandra Stargardt-Licis			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				ELECTRONIC SIGNATURE		07/27/2020	
				(Signature of Contracting Officer)			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

Avanti Corporation

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>New Total Amount for this Version: (b)(4)</p> <p>New Total Amount for this Award: \$714,500.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 1</p> <p>CHANGES FOR ACCOUNTING CODE: 19-20-B-05HEL-000BJ7XF5-2505-1905HIX504-001</p> <p>Amount changed (b)(4)</p> <p>Percent changed (b)(4)</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 20-21-B-05HEL-000BJ7XF5-2505-2005HIX504-001 Beginning FiscalYear 20 Ending Fiscal Year 21 Fund (Appropriation) B Budget Organization 05HEL Program (PRC) 000BJ7XF5 Budget (BOC) 2505 Job # (Site/Project) Cost Organization DCN-LineID 2005HIX504-001 Quantity: 0 Amount: (b)(4) Percent: (b)(4) Subject To Funding: N Payment Address: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711</p> <p>Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711</p> <p>Period of Performance: 02/01/2020 to 12/31/2021 . All other terms and conditions remain unchanged.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE CAD CAD US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: W136 Cincinnati OH 45268-0001		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Avanti Corporation Attn: LYNN PETRAZZUOLO 6621 Richmond Hwy #200 Alexandria VA 223066602		(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 796250538		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-16-007 68HERC19F0169	
				10B. DATED (SEE ITEM 13) 06/25/2019	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 796250538

TOCOR: Hugh Sullivan Max Expire Date: 12/31/2021 Invoice Approver: Hugh Sullivan Alt Invoice App: Danielle Grunzke
LIST OF CHANGES:
Reason for Modification: Other Administrative Action

Section I: Clause titled "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020)" is incorporated by reference.
Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sandra Stargardt-Licis	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA ELECTRONIC SIGNATURE (Signature of Contracting Officer)	16C. DATE SIGNED 08/31/2020

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EP-C-16-007/68HERC19F0169/P00004PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR

Avanti Corporation

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>or Equipment. (AUG 2020)</p> <p>The purpose of this modification is to incorporate the attached EPA blanket administrative modification signed by Raoul Scott on July 30, 2020. All other terms and conditions remain unchanged.</p> <p>Payment:</p> <p>RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711</p> <p>Period of Performance: 02/01/2020 to 12/31/2021</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE	OF	PAGES
2. AMENDMENT/MODIFICATION NUMBER		3. EFFECTIVE DATE 08/13/2020	4. REQUISITION/PURCHASE REQUISITION NUMBER		5. PROJECT NUMBER (If applicable)		
6. ISSUED BY Raoul D. Scott, Director OMS/ARM/OAS/Policy, Training and Oversight Division US Environmental Protection Agency, Mail Code 3802R 1200 Pennsylvania Avenue, NW Washington, DC 20004		CODE	7. ADMINISTERED BY (If other than Item 6)		CODE		
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) To All EPA Contractors			<input checked="" type="checkbox"/> (X)		9A. AMENDMENT OF SOLICITATION NUMBER		
			<input type="checkbox"/>		9B. DATED (SEE ITEM 11)		
			<input checked="" type="checkbox"/> (X)		10A. MODIFICATION OF CONTRACT/ORDER NUMBER To all EPA Contracts and Orders		
			<input type="checkbox"/>		10B. DATED (SEE ITEM 13)		
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
 or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This contract/order is being modified in accordance with the applicability instructions in interim FAR Case 2019-009, and FAR 4.2105, requiring contracting officers to include FAR clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

See attached for the full text version of FAR 52.204-25. Contractor Acknowledgment of receipt required.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Raoul D. Scott, Director Policy, Training and Oversight Division	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA RAOUL SCOTT Digitally signed by RAOUL SCOTT Date: 2020.07.30 11:40:17 -04'00'	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in 4.2105(b) and in the applicability instructions in interim FAR Case 2019-009, insert the following clause:

Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
						1 2	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
P00005		See Block 16C		PR-OW-21-00097			
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
CAD							
CAD US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: W136 Cincinnati OH 45268-0001							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(x)			
Avanti Corporation Attn: LYNN PETRAZZUOLO 6621 Richmond Hwy #200 Alexandria VA 223066602							
				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				x 10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-16-007 68HERC19F0169			
				10B. DATED (SEE ITEM 13) 06/25/2019			
CODE 796250538		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
x	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Bilateral - FAR 52.243-1 and Mutual Agreement of the Parties						
	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
DUNS Number: 796250538							
The purpose of this modification is to extend the Period of Performance end date from December 21, 2021 to April 15, 2022 in accordance with the attached revised Performance Work Statement at no additional cost to the government due to delays related to the COVID-19 Pandemic.							
TOCOR: Hugh Sullivan Max Expire Date: 04/15/2022 Invoice Approver: Hugh Sullivan Alt Invoice App: Danielle Grunzke							
LIST OF CHANGES:							
Reason for Modification: Supplemental Agreement for work within scope							
Period Of Performance End Date changed from 31-DEC-21 to 15-APR-22							
Continued ...							
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				Sandra Stargardt-Licis			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				ELECTRONIC SIGNATURE		12/08/2020	
				(Signature of Contracting Officer)			

Previous edition unusable

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	EP-C-16-007/68HERC19F0169/P00005	2	2

NAME OF OFFEROR OR CONTRACTOR

Avanti Corporation

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Maximum Potential Expiration Date changed to: 04/15/2022</p> <p>Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711</p> <p>Period of Performance: 02/01/2020 to 04/15/2022 All other terms and conditions remain unchanged.</p>				

**Performance Work Statement
Technical Support for National Aquatic Resource Surveys
Task Order TBD**

TITLE: National Coastal Condition Assessment 2020: Toxicity Testing of Sediment

A. EPA PERSONNEL

Task Order Contracting Officer Representative (TOCOR):

Name: **Hugh Sullivan**
Office: EPA/OW/OWOW/WRAPD/MAB
Address: 1200 Pennsylvania Ave, NW MC: 4503T
Telephone: 202 564-1763
E-mail: Sullivan.hugh@epa.gov

Alternate Task Order Contracting Officer Representative (Alt TOCOR):

Name: **Danielle Grunzke**
Office: EPA/OW/OWOW/WRAPD/MAB
Address: 1200 Pennsylvania Ave, NW MC: 4503T
Telephone: 202-566-2876
E-mail: Grunke.danielle@epa.gov

B. ESTIMATED PERIOD OF PERFORMANCE

February 1, 2020 through ~~December 31, 2024~~ April 15 2022

C. TASK ORDER TYPE

Firm Fixed Price

I. BACKGROUND:

The U.S. EPA, states and other partners are planning the third survey of the nation's estuarine and Great Lake resources to provide regional and national data on their condition. The National Coastal Condition Assessment (NCCA) 2020 is designed to evaluate conditions in the nation's coastal waters. Field crews from EPA, States, Tribes and contractors will collect samples from sites from approximately May 1, 2020 through September 30, 2020 (some of which will now be collected in 2021 due to Covid-19 restrictions). EPA and partners may also collect samples from a smaller number of additional sites in 2021 as a pilot (up to 100). The field sampling method pertinent to this laboratory Task Order involves the collection of sediment from bottom substrates.

EPA arranges for laboratory support for processing sediment samples. States and Tribes may choose to use their own laboratories or may utilize EPA's contract laboratory. As a result of future State, Tribal, and EPA determinations, the actual number of samples may vary throughout the season. In addition, there are circumstances in which field crews might not collect samples (hard pan substrate, for example). In consideration of these aspects, the contractor will receive a minimum of 500 samples for processing through the task order. To allow for the potential of

additional samples collected by the survey, U.S. territories (such as Guam, Puerto Rico, Virgin Islands etc) and other studies in 2020 and 2021, the task order contains options for EPA to order up to another 900 samples (18 options of 50 samples) and up to another 100 samples in smaller options (10 options of 10 samples) for a total of 1,000 optional samples.

It is essential that the contractor require that all of its laboratory technicians use the same procedures and meet the required quality elements.

Before the laboratory submits the batch data to EPA, the analyst who generated the data and an experienced data reviewer shall independently check and review the data, as follows:

- The analyst shall review the data to ensure that:
 - Sample preparation information is correct and complete
 - Analysis information is correct and complete
 - The appropriate method and standard operating procedures were followed
 - Analytical results are correct and complete
 - Quality control samples were within established control limits
 - Controls were within the appropriate Quality Control (QC) limits
 - Documentation is complete
- The data reviewer shall review the data package to verify that:
 - Data are scientifically sound and appropriate
 - QC samples were within established guidelines
 - Qualitative and quantitative results are correct
 - Data spreadsheet conforms to EPA data template requirements
 - Documentation is complete

Accompanying all data submissions for each batch, the laboratory shall provide a short narrative that includes the following information:

- Project summary referencing the batch QC identification number, total number of samples in the batch and their sample numbers (using EPA's sample identification numbers), and the analytical methodology used for analysis;
- Discussion of any protocol deviations that may have occurred during sample testing;
- Discussion of QC questions that were encountered and the corrective measures taken;
- Definitions of any laboratory QC codes used in the data; and
- QC sample excursions exceeding established control limits or excursion of other parameters required by laboratory internal analytical Standard Operating Procedures (SOPs).

Once or twice during the performance period, the External QC Coordinator (either an EPA staff member or a contractor external to this PWS) will provide one or two identical sets of QC samples to all participating laboratories. Each set will contain up to five QC samples. As determined by the External QC Coordinator, the QC samples may be synthetic; aliquots of additional samples collected at NCCA sites; or reference samples obtained from an organization such as the National Institute of Standards and Technology. Each laboratory will run the QC samples following the same procedures used for the other samples. The External QC Coordinator will compare the results to the expected value and determine consistency between laboratories (e.g., determine if one laboratory is consistently higher or lower than all others). Based upon the

evaluation, the External QC Coordinator may request additional information from one or more laboratories about any unique laboratory practices that might account for differences between the laboratory and others.

II. PURPOSE

The purpose of this task order is to perform toxicity tests in sediment samples collected in the NCCA and related studies. The types of support required for this project include technical support, sample analyses, transmittal of the results in database format, and a revised database at the conclusion of quality control procedures.

III. GOVERNMENT FURNISHED INFORMATION

EPA will arrange for delivery of the samples to the laboratories.

The following documents are references for the task order. They are located at:

https://usepa.sharepoint.com/sites/OW_Community/nars/_layouts/15/start.aspx#/Contracts/Forms/AllItems.aspx.

- 2020 Laboratory Operations Manual (LOM)
- 2020 Field Operations Manual (FOM); and
- Data template (i.e., spreadsheet for reporting laboratory data).

As they become available, the EPA TOCOR will provide the contractor with revisions of relevant documents, including the FOM and LOM, and any other information deemed necessary for the contractor to provide the support for the Performance Work Statement (PWS).

IV. GENERAL REQUIREMENTS

In providing support under the tasks described in Section V, the contractor also shall adhere to the following general requirements:

1. Deliverables (see Contract PWS B.1)

Memoranda shall be placed on company letterhead and the subject line will include the phrase "EPA Contract #".

The contractor shall name all electronic files using a logical abbreviation for the name of the document (e.g., TO14Data), the contractor name, and the date of edits to assist in version control (ex: TO14Data_ LABNAME_2020_12_02).

The contractor shall use EPA's templates for reporting the results of the taxonomic analyses for the samples. For any other database or spreadsheet submitted to EPA, the contractor must provide metadata that, at a minimum, identify the fields recorded for each sample, define the codes used for the field, and include the version number and date. The contractor must ensure that all sample results must be linked to EPA site ids and sample ids when submitted.

The contractor shall ensure that documentation is created using Agency standard software formats (e.g., Microsoft Office) to facilitate EPA use and review.

2. Identification at Meetings/Teleconferences (see Contract clause B.2)

Contractor personnel shall always identify themselves as contractor employees by name and organization. Contractor personnel are prohibited from acting as the Agency's official representative. The contractor shall refer any questions relating to the interpretation of EPA policy, guidance, or regulation to the TOCOR.

3. The contractor shall follow the provision of EPA prescription 1523.703-1, acquisition of environmentally preferable meeting and conference services (May 2007), for the use of off-site commercial facilities for an EPA event, whether the event is a meeting, conference, training session, or other purpose. Environmental preferability is defined at FAR 2. 101, and shall be used when soliciting quotes or offers for meeting /conference services on behalf of the Agency. No single event under this TO is anticipated to exceed \$20,000. The contractor shall immediately notify the EPA Contracting Officer, PO and TOCOR of any anticipated event involving support for a meeting, conference, workshop, symposium, retreat, seminar or training that may potentially incur \$20,000 or more in cost during performance. Conference expenses are all direct and indirect costs paid by the government and include any associated authorized travel and per diem expenses, room charges for official business, audio visual use, light refreshments, registration fees, ground transportation and other expenses as defined by the Federal Travel Regulations. All outlays for conference preparation should be included, but the federal employee time for conference preparation should not be included. After notifying EPA of the potential to reach this threshold, the Contractor shall not proceed with the task(s) until authorized to do so by the Contracting Officer.

4. As required, the TOCOR shall provide technical direction in accordance with Clause H-12 of the contract, EPAAR 1552.237-71 TECHNICAL DIRECTION (AUG 2009) and the Contract Level PWS.

V. SCOPE OF WORK

The contractor shall provide laboratory support for the sediment toxicity analyses as described in the following tasks.

Task 1. Task Order Management and Monthly progress reports (See Contract Attachment 2 and 3; PWS B.2)

The contractor shall manage the Task Order (TO) and submit monthly progress and financial reports prepared and submitted in accordance with the contract clause, Contract Attachment 2, Reports of Work.

- a. Teleconferences: The contractor, and its laboratories, shall participate in EPA's teleconferences about laboratory procedures for the sediment toxicity testing. Prior to the

shipping of the first samples, EPA will coordinate and facilitate 1-3 teleconference calls, each to last approximately 1 hour, to review the analysis methods in the LOM, required reporting elements, data templates, and the relevant requirements in the QAPP. The participants will include EPA, the contractor's laboratories, subcontract laboratories, and State laboratories. If EPA conducts multiple teleconferences (e.g., due to State laboratory personnel availability), the contractor shall participate in all calls because different issues may arise that would require feedback from the contractor.

- b. Plan and Schedule: The contractor shall submit a plan with the following information as part of their proposal: The plan shall describe the contractor's procedures for managing samples throughout the different analyses stages (e.g., delivery to the laboratory; sediment storage; initiation and completion of toxicity testing; internal Quality Assurance/Quality Control (QA/QC) procedures and references; results reported to EPA). The plan shall:
- i. Recommend the amount of sample required to run the test and ensures that enough sediment remains for a second test if the first one fails the QA/QC requirements (e.g., too many organisms do not survive in the control sediment or other issue).
 - ii. Include a schedule that assumes that EPA will exercise all options (i.e., the plan should address processing time and scheduling on 1400 samples from the 2020 field sampling (some of which will now be collected in 2021 due to Covid-19 restrictions) and 100 additional samples from 2021);
 - iii. Specify number and timing of when the field crews or EPA's batching laboratory should deliver the samples to the contractor. In developing the delivery schedule, consider:
 - a) The 8 week holding time during which the following must be completed:
 - 7 day acclimation period;
 - the original (i.e., first) toxicity test;
 - if necessary, a second test (e.g., due to control failures).
 - b) Because few crews sample early in the season (e.g., May and early June), the batching lab would have relatively few samples to ship to the laboratory.
 - c) It is not desirable to have many samples at the batching laboratory for a long time. EPA also intends to close the batching laboratory relatively soon after the field season ends (e.g., November 2020; November 2021).
 - iv. Project the number of samples in each of the stages in a given period of time (e.g., quarterly);
 - v. Call for completion of all laboratory analyses and all activities from the 2020 field season by August 1, 2021 and at least two months prior to the end of the period of performance for samples collected in 2021; and
 - vi. Call for response to EPA's data questions between August 1, 2021 and September 30, 2021 and during the final two months of the period of performance for samples collected in 2021.

After award, the contractor shall review and if appropriate expand upon and/or confirm the plan submitted with the proposal.

- c. Status Summaries: Prior to delivering the progress report, the contractor shall provide monthly and mid-monthly status summaries. The monthly status report shall match the time period covered by the progress report. The contractor shall provide Excel spreadsheets with the monthly and mid-monthly status reports that include:
- i. The number of samples received by the lab (cumulative total and number received during that reporting cycle).
 - ii. The number of samples for which the laboratory has finished for each of the analysis stages (cumulative total and number completed during that reporting cycle).
 - iii. The number of samples for which the laboratory has submitted complete results (for that sample) to EPA (cumulative total and number submitted during that reporting cycle).
 - iv. Percent capacity reached in the contract (i.e., number of sample results delivered compared to the maximum number specified in task order when all quantities are exercised); and percent capacity of samples ordered or 'exercised' (i.e. number of samples results delivered compared to the number of samples included in exercised quantities).
 - v. Data for each batch of samples processed, or revised, since the previous summary. Batches must consist of 10 or fewer NCCA samples and one control. The contractor must report the data using EPA's data template, but updated with the new and revised data, and provide a separate case narrative (e.g., emailed Word or pdf file). The contractor also shall report its QA/QC data:
 - Electronic copy, or alternative approved format, of the bench sheets with the results of the daily checks of the chambers (e.g., dissolved oxygen (DO), temperature readings) and start and finish checks of the chambers (e.g., DO, temperature, potential hydrogen (pH), ammonia, salinity).
 - If a batch fails the QA/QC requirements (e.g., the organisms in the control have a low survival rate), the contractor must submit results from two tests: 1) the original; and 2) the retest. In extreme circumstances, the EPA TOCOR may grant a waiver for situations outside of the contractor's control (e.g., the field crew did not collect a large enough sample for reanalysis) via written Technical Direction.
 - Comments about unusual conditions associated with the test and/or results.
 - Provide a simple list of the invoiced samples with the EPA sample #, site ID, and visit #. The TOCOR will compare the list with the NCCA master list of samples to verify that every sample has been invoiced one time.

In reviewing invoices, the EPA TOCOR will only consider the sample data to be complete if the data include the QA/QC data. In addition, the contractor shall provide a separate case narrative (e.g., emailed Word or pdf file) for the EPA TOCOR to review with the data.

- d. Monthly Progress and Financial Reports: The contractor shall provide a progress and financial report each month that matches the costs in the corresponding invoice.
- i. The contractor shall provide a progress report each month that includes project status; expenditures to date; number of samples in each processing stage

- compared to the plan; unexpected problems or concerns, including with quality assurance (e.g., multiple control failures); lessons learned; QA/QC activities; and next steps. The contractor shall prepare and submit the monthly progress reports in accordance with the contract clause, Contract Attachment 2, Reports of Work.
- ii. The contractor shall prepare and submit the financial reports in accordance with the contract clause, Contract Attachment 2, Reports of Work.
 - iii. In the financial report, the contractor shall identify the sample analyses completed during the month and billed in the invoice, using the NCCA site identification code and NCCA sample number.
 - iv. For the month in which the contractor delivers the final database for Task 4, the contractor shall include the costs for Task 4.
- e. **Issues Requiring EPA Resolution:** The contractor shall immediately notify the EPA TOCOR of any unexpected problems or concerns, including issues with QA/QC, and recommend remedies or corrective actions. Upon receiving written technical direction from the EPA TOCOR, the contractor shall revise its schedule in the technical proposal and respond to any additional comments/concerns from the EPA TOCOR following submission of the revised plan. The contractor also shall include problems and concerns in the monthly progress report.

Deliverables and Schedule under Task 1:

Subtask	Deliverable	Due
a.	Participation in teleconferences	Date/time per written technical direction from EPA TOCOR based upon contractor's recommended dates/times
b.	Plan and Schedule (expanded or confirmation that the original is correct)	Within two months of effective date of Task Order
c.	Status updates with data in spreadsheet with separate case narrative.	Monthly
d.	Progress and financial reports in electronic format	Monthly
e.	Email	Immediately when issue identified.
f.	Revised technical plan and schedule request (as necessary)	Revisions within 5 working days of receipt of written technical direction approving the schedule change request or EPA TOCOR comments requesting change to the requested schedule change.

Task 2. Quality Assurance (Contract PWS B.3)

Quality Assurance (QA) is an important component of EPA's work to assure that minimum quality standards are attained. The contractor shall address the QA requirements of this task order by adhering to the requirements and procedures identified in:

- The contractor's customized Quality Management Plan incorporated into this NARS contract;
- NCCA Survey QA documents describe how quality assurance and quality control will be applied to the collection of environmental data for the survey. The documents relevant to support in this task order are:
 - Quality Assurance Project Plan (QAPP)
 - Laboratory Operations Manual (LOM)

The NCCA 2020 quality documents will evolve throughout the task order. The contractor must notify the EPA TOCOR immediately if it identifies areas where its previous activities are not consistent with the revisions made to the QAPP and LOM. The EPA TOCOR will determine whether any modifications to the contractor's previous activities will be necessary, which may require a written modification to the task order by the EPA Contracting Officer (CO).

- a. The contractor shall demonstrate a commitment to adhere to the QAPP. The contractor's Quality Assurance Official (QAO) and each laboratory's QAO shall sign the page "Review & Distribution Acknowledgment and Commitment to Implement" in the introductory section of the QAPP. The contractor shall distribute the version of the QAPP and LOM available at award of the task order, and any additional revisions approved by the EPA QAO, throughout the contractor's organization, including subcontractors and consultants. If EPA distributes an updated version of the LOM and states that it contains a "significant change," relevant to sediment toxicity testing, the contractor shall acknowledge, in writing (e.g., Email), that it has received and distributed the revised LOM to the appropriate personnel.

- b. The contractor shall demonstrate its preparation for the work. The contractor shall provide documentation that it has completed all control analyses required in the LOM and QAPP, including but not limited to those demonstrating suitability of overlying water, clean sediment, healthy test organism and chamber non-toxicant tests prior to the start of any work. Because the quality assurance steps are integral parts of the test procedures, costs for the following control analyses and associated documentation are NOT BILLABLE as separate samples under this task order. The contractor shall provide documentation of control analysis results to the EPA TOCOR within five working days of receipt of technical direction requesting it. The contractor shall maintain this documentation for EPA to review until publication of the sediment toxicity results or notified by the EPA, whichever happens first.
- c. Implementation of QA/QC in performing the other tasks in this Performance Work Statement, the contractor shall document its QA activities as follows:
 - i. Standard Operating Procedures (SOPs) and any other quality assurance documentation developed or adopted by the contractor's laboratory for use in performing the required analyses. If the contractor does not develop or modify them as part of the costs incurred by the task order, the contractor may claim the SOPs to be proprietary.
 - ii. Reports of relevant QA activities in any deliverable. All QA documentation prepared under the task order shall be considered non-proprietary.
 - iii. Monthly reports of QA activities performed during implementation of this task order. These monthly QA reports shall identify QA activities performed to support implementation of this task order, problems encountered, deviations from the QAPP, and corrective actions taken. The contractor shall include the QA report with the monthly progress report.
- d. Ability to conform to NCCA measurement quality objectives, the contractor shall, at a minimum, ensure that the data meet the measurement quality objectives in the QAPP.

Deliverables and Schedule under Task 2:

Subtask	Deliverable	Due
a.	Original QAPP signature page	No later than 5 working days after effective date of task order
	Email acknowledgement of receipt of LOM with "significant change"	No later than 10 working days after receiving revised LOM
b.	Laboratory SOPs	No later than 5 working days after effective date of task order. If the laboratory modified the SOPs during the performance period, provide the final versions 5 working days before the end of the

Subtask	Deliverable	Due
		performance period. Otherwise, provide an email stating that the SOPs have remained unchanged throughout the task order.
c.	Documentation of laboratory readiness	No later than 5 working days after effective date of task order. Otherwise, if any conditions change, before use for new tests.
d.	Control analysis results	Within 5 working days of technical direction.
e.	Documentation of QA activities	With deliverables
	Monthly reports of QA activities	With monthly progress report
f.	Data and QC elements identified in procedure	With database

Task 3. Toxicity Testing (Contract PWS B.3, C.4)

The contractor shall strictly follow ALL procedures in the methods specified in Section I of this PWS for performing the toxicity testing of sediment samples collected by the NCCA field crews.

If the contractor identifies a situation requiring a minor change in a procedure, the EPA TOCOR must approve the deviation in written technical direction before the contractor can implement the change.

In addition to the delivery of data addressed in Task 1 of this PWS, the contractor shall provide the deliverables resulting from the following activities:

- a. Log each sample and record the condition of the sample into the NARS Information Management (IM) provided spreadsheet and email to NARS IM; contact information will be provided by the TOCOR before sampling begins) within 24 (clock) hours of the sample arriving at the laboratory. If the sample does not arrive when expected, the contractor shall immediately notify the EPA TOCOR or her/his designee.
- b. Retain the samples until the end of the period of performance of the task order. If EPA determines that transfer to another location is necessary, EPA will make separate arrangements (e.g., task order modification, purchase order) with the contractor for any necessary packaging and shipping expenses. Otherwise, at the end of the retention period, the contractor shall follow its internal protocols for disposal.
- c. Retain original records, including laboratory notebooks, for a minimum of 10 years from the date that EPA publishes the final report. If EPA determines that copies or physical transfer to another location is necessary, EPA will make separate arrangements (e.g., task order modification, purchase order) for any necessary photocopying, packaging and shipping expenses. Otherwise, at the end of the retention period, the contractor shall follow its internal protocols for disposal.

- d. Unless the TOCOR grants an exception, the contractor shall not publish findings based upon work conducted under this task order. This restriction shall remain in effect until EPA provides public access to the data when the NCCA 2020 Report is published.

Deliverables and Schedule under Task 3:

Subtask	Deliverable	Due
a.	Sample logged into NARS IM system	Within 24 (clock) hours of sample receipt
b.	Email identifying missing sample	Immediately if sample does not arrive when expected
c.	Access to samples	Upon EPA TOCOR's written request.
d.	Access to laboratory notebooks	Upon EPA TOCOR's written request.

Task 4. Final Database (Contract PWS B.1, B.3, C.4)

- a. For samples collected in 2020, the contractor shall provide a compiled set of results and respond to questions as called for in Task 1b.
- ~~a.b.~~ The contractor shall provide a revised and final databases for the results of the toxicity testing from all samples collected in 2020 and 2021 no later than two months before the end of the period of performance and shall answer EPA questions during the last two months of the period of performance (as noted in Task 1b). collected in 2020 as described in this Task Order's Task 1b. The contractor shall provide:
- Responses to EPA's questions about the sample and QC data, as conveyed by the EPA TOCOR's technical direction.
 - Revised databases that incorporate changes based upon EPA's review of the data and identified by the EPA TOCOR's technical direction.
 - Final database that incorporates revisions identified by the EPA TOCOR's technical direction.
- b. For samples collected in 2021, the contractor shall provide a compiled, but separate, dataset no later than two months before the end of the period of performance and shall answer EPA questions during the last two months of the period of performance.

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Deliverables and Schedule under Task 4:

Subtask	Deliverable	Due
<u>a</u>	<u>Compiled dataset of results from 2020 samples</u>	<u>10 working days after receiving written technical direction; but no later than 5 working days prior to date in Task 1b.</u>
<u>a.</u>	<u>Email with responses to data questions related to samples collected in 2020</u>	<u>1-5 working days per technical direction.</u>

<u>b</u> a.i	Email with responses to data questions	1-5 working days per technical direction
a.ii and b.b.ii	Revised databases_	10 working days after receiving the EPA TOCOR's technical direction. The contractor shall assume that five revisions will be required as a result of EPA's review of the data during the periods identified in Task 1b.
<u>b</u> a.iii-	Final database	10 working days after receiving technical direction; but no later_ <u>than the dates identified in Task 1b.</u>

than 5 days prior to September-
30, 2024 for 2020 samples.

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VI. TRAVEL

EPA does not anticipate that any travel will be necessary to perform the tasks in the Performance Work Statement.

VII. QUALITY ASSURANCE SURVEILLANCE PLAN

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EPA will judge performance using the following Quality Assurance Surveillance Plan (QASP).

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Performance Requirement	Measurable Performance Standards (working days do not include Saturday, Sunday, Federal Holidays, and EPA Furlough Days)	Surveillance Method	Incentives/Disincentives
Management and Communications: The Contractor shall maintain contact with the EPA TOCOR throughout the performance of the task order and shall immediately bring potential problems to the attention of the EPA TOCOR. In cases where issues have a direct impact on project schedules, cost, time, or quality, the contractor shall provide options for EPA's consideration on resolving the issues or mitigating their impacts.	Any issue adversely impacting project schedules, cost, time or quality shall be brought to the attention of the EPA TOCOR within 3-working days of occurrence.	EPA TOCOR will identify unreported issues.	Two or more incidents where the contractor: <ul style="list-style-type: none">Does not provide timely notification; orCreated a severe adverse situation will be considered unsatisfactory performance and will be reported as such in the CPARS Performance Evaluation System under the category of Management . Fewer than two incidents where the contractor does not meet the measurable performance standard will be considered acceptable performance and will be reported as such in the CPARS Performance Evaluation System under the category of Business Relations
Timeliness: Data (Task 1) and databases (Task 4) shall be delivered in accordance with the schedule developed in PWS Task 1. After EPA accepts the final schedule in Task 1,	<ul style="list-style-type: none">No more than 25% of the data for Task 1 shall be submitted more than 3 working days past the date in the accepted schedule.	100% of the progress reports, data submissions, and databases will be reviewed by the EPA TOCOR monthly to compare actual delivery dates against those in the	Unsatisfactory rating under the category of Schedule in CPARS when the contractor does not meet the measurable performance standards during the applicable period of performance.

Performance Requirement	Measurable Performance Standards (working days do not include Saturday, Sunday, Federal Holidays, and EPA Furlough Days)	Surveillance Method	Incentives/Disincentives
<p>it is unlikely that EPA will be willing to extend the schedule due to any factors under the contractor's control (e.g., to complete work under another contract).</p> <p>Samples shall be analyzed before the 8-week holding time expires.</p>	<ul style="list-style-type: none"> • None of the data for Task 1 shall be submitted more than 40 working days past the date in the accepted schedule. • No more than 15% of the revised databases (Task 4) shall be submitted more than 3 working days past the date in the accepted schedule. • No delays in submitting the final database (Task 4) by the "no later than" date in the PWS. 	approved schedule from Task 1.	
<p>Technical Effort: The Contractor shall assign appropriately leveled and skilled personnel to all tasks; and abide by the contractor's QMP, the NCCA QAPP, and the methods identified in Section I.</p>	<p>No more than 25% of reviewed deliverables and data shall require revisions to meet the requirements of the QMP, NCCA QAPP, data template, and the methods identified in Section I.</p> <p>All of the assigned staff must meet the LOM requirements for their assigned duties.</p>	100% of the data will be reviewed by the EPA TOCOR to identify noncompliance issues with the QMP, NCCA QAPP, and the methods identified in Section I.	Unsatisfactory rating under the category of Quality in CPARS when the contractor does not meet the measurable performance standards during an applicable period of performance.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
						1 4	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
P00006		See Block 16C		See Schedule			
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
CAD							
CAD US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: W136 Cincinnati OH 45268-0001							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(x)			
Avanti Corporation Attn: LYNN PETRAZZUOLO 6621 Richmond Hwy #200 Alexandria VA 223066602							
				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				x 10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-16-007 68HERC19F0169			
				10B. DATED (SEE ITEM 13) 06/25/2019			
CODE 796250538		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				(b)(4)			
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X	D. OTHER (Specify type of modification and authority) Unilateral - FAR 52.216-22						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
DUNS Number: 796250538							
The purpose of this modification is to exercise one Option A Marine quantity options for an (b)(4) one Option B Marine quantity options for an additional (b)(4) and three Option B Freshwater quantity options for (b)(4) This increases the ceiling for line item 0001 (b)(4)							
(b)(4) This modification provides funding in the amount of (b)(4) for the exercised options, which fully funds the task order ceiling of (b)(4)							
TOCOR: Hugh Sullivan Max Expire Date: 04/15/2022 Invoice Approver: Hugh Sullivan Alt Invoice App: Danielle Grunzke							
LIST OF CHANGES:							
Reason for Modification: Exercise an Option							
Continued ...							
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				Sandra Stargardt-Licis			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				ELECTRONIC SIGNATURE		03/22/2021	
				(Signature of Contracting Officer)			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EP-C-16-007/68HERC19F0169/P00006PAGE OF
2 4NAME OF OFFEROR OR CONTRACTOR
Avanti Corporation

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>New Total Amount for this Version: \$714,500.00 New Total Amount for this Award: \$714,500.00 Obligated Amount for this Modification: (b)(4) New Total Obligated Amount for this Award: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2 Quantity changed (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1 Total Amount changed (b)(4) (b)(4) Obligated Amount for this Modification: (b)(4)</p> <p>CHANGES FOR DELIVERY LOCATION: OW-OWOW-AWPD-MB Amount changed (b)(4)</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 21-22-B-87FM-000B67-2505-2187ME4014-001 Beginning FiscalYear 21 Ending Fiscal Year 22 Fund (Appropriation) B Budget Organization 87FM Program (PRC) 000B67 Budget (BOC) 2505 Job # (Site/Project) Cost Organization DCN-LineID 2187ME4014-001 Quantity: 0 Amount: (b)(4) Percent: (b)(4) Subject To Funding: N Payment Address: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 21-22-B-05HEL-000BJ7XF5-2505-2105HIX503-001 Beginning FiscalYear 21 Ending Fiscal Year 22 Fund (Appropriation) B Continued ...</p>				

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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	EP-C-16-007/68HERC19F0169/P00006	4	4

NAME OF OFFEROR OR CONTRACTOR

Avanti Corporation

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711 Period of Performance: 02/01/2020 to 04/15/2022 All other terms and conditions remain unchanged.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
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2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
P00007		See Block 16C		PR-OW-22-00074			
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
CAD							
CAD US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: W136 Cincinnati OH 45268-0001							
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<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X	D. OTHER (Specify type of modification and authority) Bilateral - Mutual Agreement of the Parties						
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
DUNS Number: 796250538							
The purpose of this modification is to: (1) Revise the Performance Work Statement in accordance with Attachment 1; and (2) Extend the end date of the Period of Performance from 04/15/2022 to 03/31/2023 at no additional cost to the government.							
TOCOR: Hugh Sullivan Max Expire Date: 03/31/2023 Invoice Approver: Hugh Sullivan Alt Invoice App: Danielle Grunzke							
LIST OF CHANGES:							
Reason for Modification: Supplemental Agreement for work within scope							
Period Of Performance End Date changed from 15-APR-22 to 31-MAR-23							
Total Amount for this Modification: \$0.00							
Maximum Potential Expiration Date changed to: 03/31/2023							
Continued ...							
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				Sandra Stargardt-Licis			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				ELECTRONIC SIGNATURE		12/02/2021	
				(Signature of Contracting Officer)			

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	EP-C-16-007/68HERC19F0169/P00007	2	2

NAME OF OFFEROR OR CONTRACTOR

Avanti Corporation

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Onsite Contract changed to: n</p> <p>Payment:</p> <p>RTP Finance Center</p> <p>US Environmental Protection Agency</p> <p>RTP-Finance Center (AA216-01)</p> <p>109 TW Alexander Drive</p> <p>www2.epa.gov/financial/contracts</p> <p>Durham NC 27711</p> <p>Period of Performance: 02/01/2020 to 03/31/2023</p> <p>All other terms and conditions remain unchanged.</p>				

**Performance Work Statement
Technical Support for National Aquatic Resource Surveys
Task Order ~~68HERC19F01694BD~~**

TITLE: National Coastal Condition Assessment 2020: Toxicity Testing of Sediment

A. EPA PERSONNEL

Task Order Contracting Officer Representative (TOCOR):

Name: **Hugh Sullivan**
Office: EPA/OW/OWOW/WRAPD/MAB
Address: 1200 Pennsylvania Ave, NW MC: 4503T
Telephone: 202 564-1763
E-mail: Sullivan.hugh@epa.gov

Alternate Task Order Contracting Officer Representative (Alt TOCOR):

Name: **Danielle Grunzke**
Office: EPA/OW/OWOW/WRAPD/MAB
Address: 1200 Pennsylvania Ave, NW MC: 4503T
Telephone: 202-566-2876
E-mail: Grunzke.danielle@epa.gov

Field Code Changed

B. ESTIMATED PERIOD OF PERFORMANCE

February 1, 2020 through ~~April 15, 2022~~ March 31, 2023

C. TASK ORDER TYPE

Firm Fixed Price

I. BACKGROUND:

The U.S. EPA, states and other partners are planning the third survey of the nation's estuarine and Great Lake resources to provide regional and national data on their condition. The National Coastal Condition Assessment (NCCA) 2020 is designed to evaluate conditions in the nation's coastal waters. Field crews from EPA, States, Tribes and contractors will collect samples from sites from approximately May 1, 2020 through September 30, 2020 (some of which will now be collected in 2021 due to Covid-19 restrictions). EPA and partners may also collect samples from a smaller number of additional sites in 2021 as a pilot (up to 100). Additionally, as a result of Covid 19 restrictions, delayed sampling from 2020 is occurring in 2021 and 2022. The field sampling method pertinent to this laboratory Task Order involves the collection of sediment from bottom substrates.

EPA arranges for laboratory support for processing sediment samples. States and Tribes may choose to use their own laboratories or may utilize EPA's contract laboratory. As a result of future State, Tribal, and EPA determinations, the actual number of samples may vary throughout the season. In addition, there are circumstances in which field crews might not collect samples (hard pan substrate, for example). In consideration of these aspects, the contractor will receive a

minimum of 500 samples for processing through the task order. To allow for the potential of

additional samples collected by the survey, U.S. territories (such as Guam, Puerto Rico, Virgin Islands etc) and other studies in 2020 and 2021, the task order contains options for EPA to order up to another 900 samples (18 options of 50 samples) and up to another 100 samples in smaller options (10 options of 10 samples) for a total of 1,000 optional samples.

It is essential that the contractor require that all of its laboratory technicians use the same procedures and meet the required quality elements.

Before the laboratory submits the batch data to EPA, the analyst who generated the data and an experienced data reviewer shall independently check and review the data, as follows:

- The analyst shall review the data to ensure that:
 - Sample preparation information is correct and complete
 - Analysis information is correct and complete
 - The appropriate method and standard operating procedures were followed
 - Analytical results are correct and complete
 - Quality control samples were within established control limits
 - Controls were within the appropriate Quality Control (QC) limits
 - Documentation is complete
- The data reviewer shall review the data package to verify that:
 - Data are scientifically sound and appropriate
 - QC samples were within established guidelines
 - Qualitative and quantitative results are correct
 - Data spreadsheet conforms to EPA data template requirements
 - Documentation is complete

Accompanying all data submissions for each batch, the laboratory shall provide a short narrative that includes the following information:

- Project summary referencing the batch QC identification number, total number of samples in the batch and their sample numbers (using EPA's sample identification numbers), and the analytical methodology used for analysis;
- Discussion of any protocol deviations that may have occurred during sample testing;
- Discussion of QC questions that were encountered and the corrective measures taken;
- Definitions of any laboratory QC codes used in the data; and
- QC sample excursions exceeding established control limits or excursion of other parameters required by laboratory internal analytical Standard Operating Procedures (SOPs).

Once or twice during the performance period, the External QC Coordinator (either an EPA staff member or a contractor external to this PWS) will provide one or two identical sets of QC samples to all participating laboratories. Each set will contain up to five QC samples. As determined by the External QC Coordinator, the QC samples may be synthetic; aliquots of additional samples collected at NCCA sites; or reference samples obtained from an organization such as the National Institute of Standards and Technology. Each laboratory will run the QC samples following the same procedures used for the other samples. The External QC Coordinator will compare the results to the expected value and determine consistency between laboratories (e.g., determine if one laboratory is consistently higher or lower than all others). Based upon the

evaluation, the External QC Coordinator may request additional information from one or more laboratories about any unique laboratory practices that might account for differences between the laboratory and others.

II. PURPOSE

The purpose of this task order is to perform toxicity tests in sediment samples collected in the NCCA and related studies. The types of support required for this project include technical support, sample analyses, transmittal of the results in database format, and a revised database at the conclusion of quality control procedures.

III. GOVERNMENT FURNISHED INFORMATION

EPA will arrange for delivery of the samples to the laboratories.

The following documents are references for the task order. They are located at:

https://usepa.sharepoint.com/sites/OW_Community/nars/_layouts/15/start.aspx#/Contracts/Forms/AllItems.aspx.

- 2020 Laboratory Operations Manual (LOM)
- 2020 Field Operations Manual (FOM); and
- Data template (i.e., spreadsheet for reporting laboratory data).

As they become available, the EPA TOCOR will provide the contractor with revisions of relevant documents, including the FOM and LOM, and any other information deemed necessary for the contractor to provide the support for the Performance Work Statement (PWS).

IV. GENERAL REQUIREMENTS

In providing support under the tasks described in Section V, the contractor also shall adhere to the following general requirements:

1. Deliverables (see Contract PWS B.1)

Memoranda shall be placed on company letterhead and the subject line will include the phrase "EPA Contract #".

The contractor shall name all electronic files using a logical abbreviation for the name of the document (e.g., TO14Data), the contractor name, and the date of edits to assist in version control (ex: TO14Data_ LABNAME_2020_12_02).

The contractor shall use EPA's templates for reporting the results of the taxonomic analyses for the samples. For any other database or spreadsheet submitted to EPA, the contractor must provide metadata that, at a minimum, identify the fields recorded for each sample, define the codes used for the field, and include the version number and date. The contractor must ensure that all sample results must be linked to EPA site ids and sample ids when submitted.

The contractor shall ensure that documentation is created using Agency standard software formats (e.g., Microsoft Office) to facilitate EPA use and review.

2. Identification at Meetings/Teleconferences (see Contract clause B.2)

Contractor personnel shall always identify themselves as contractor employees by name and organization. Contractor personnel are prohibited from acting as the Agency's official representative. The contractor shall refer any questions relating to the interpretation of EPA policy, guidance, or regulation to the TOCOR.

3. The contractor shall follow the provision of EPA prescription 1523.703-1, acquisition of environmentally preferable meeting and conference services (May 2007), for the use of off-site commercial facilities for an EPA event, whether the event is a meeting, conference, training session, or other purpose. Environmental preferability is defined at FAR 2. 101, and shall be used when soliciting quotes or offers for meeting /conference services on behalf of the Agency. No single event under this TO is anticipated to exceed \$20,000. The contractor shall immediately notify the EPA Contracting Officer, PO and TOCOR of any anticipated event involving support for a meeting, conference, workshop, symposium, retreat, seminar or training that may potentially incur \$20,000 or more in cost during performance. Conference expenses are all direct and indirect costs paid by the government and include any associated authorized travel and per diem expenses, room charges for official business, audio visual use, light refreshments, registration fees, ground transportation and other expenses as defined by the Federal Travel Regulations. All outlays for conference preparation should be included, but the federal employee time for conference preparation should not be included. After notifying EPA of the potential to reach this threshold, the Contractor shall not proceed with the task(s) until authorized to do so by the Contracting Officer.

4. As required, the TOCOR shall provide technical direction in accordance with Clause H-12 of the contract, EPAAR 1552.237-71 TECHNICAL DIRECTION (AUG 2009) and the Contract Level PWS.

V. SCOPE OF WORK

The contractor shall provide laboratory support for the sediment toxicity analyses as described in the following tasks.

Task 1. Task Order Management and Monthly progress reports (See Contract Attachment 2 and 3; PWS B.2)

The contractor shall manage the Task Order (TO) and submit monthly progress and financial reports prepared and submitted in accordance with the contract clause, Contract Attachment 2, Reports of Work.

- a. Teleconferences: The contractor, and its laboratories, shall participate in EPA's teleconferences about laboratory procedures for the sediment toxicity testing. Prior to the

shipping of the first samples, EPA will coordinate and facilitate 1-3 teleconference calls, each to last approximately 1 hour, to review the analysis methods in the LOM, required reporting elements, data templates, and the relevant requirements in the QAPP. The participants will include EPA, the contractor's laboratories, subcontract laboratories, and State laboratories. If EPA conducts multiple teleconferences (e.g., due to State laboratory personnel availability), the contractor shall participate in all calls because different issues may arise that would require feedback from the contractor.

- b. Plan and Schedule: The contractor shall submit a plan with the following information as part of their proposal: (note. EPA is not requesting an updated plan and schedule based on the revisions in Task 4 for this modification; see Task 4 for changes/additions to data delivery): The plan shall describe the contractor's procedures for managing samples throughout the different analyses stages (e.g., delivery to the laboratory; sediment storage; initiation and completion of toxicity testing; internal Quality Assurance/Quality Control (QA/QC) procedures and references; results reported to EPA). The plan shall:
- i. Recommend the amount of sample required to run the test and ensures that enough sediment remains for a second test if the first one fails the QA/QC requirements (e.g., too many organisms do not survive in the control sediment or other issue).
 - ii. Include a schedule that assumes that EPA will exercise all options (i.e., the plan should address processing time and scheduling on 1400 samples from the 2020 field sampling (some of which will now be collected in 2021 due to Covid-19 restrictions) and 100 additional samples from 2021);
 - iii. Specify number and timing of when the field crews or EPA's batching laboratory should deliver the samples to the contractor. In developing the delivery schedule, consider:
 - a) The 8 week holding time during which the following must be completed:
 - 7 day acclimation period;
 - the original (i.e., first) toxicity test;
 - if necessary, a second test (e.g., due to control failures).
 - b) Because few crews sample early in the season (e.g., May and early June), the batching lab would have relatively few samples to ship to the laboratory.
 - c) It is not desirable to have many samples at the batching laboratory for a long time. EPA also intends to close the batching laboratory relatively soon after the field season ends (e.g., November 2020; November 2021).
 - iv. Project the number of samples in each of the stages in a given period of time (e.g., quarterly);
 - v. Call for completion of all laboratory analyses and all activities from the 2020 field season by August 1, 2021 and at least two months prior to the end of the period of performance for samples collected in 2021; and
 - vi. Call for response to EPA's data questions between August 1, 2021 and September 30, 2021 and during the final two months of the period of performance for samples collected in 2021.

After award, the contractor shall review and if appropriate expand upon and/or

confirm the plan submitted with the proposal.

- c. **Status Summaries:** Prior to delivering the progress report, the contractor shall provide monthly and mid-monthly status summaries. The monthly status report shall match the time period covered by the progress report. The contractor shall provide Excel spreadsheets with the monthly and mid-monthly status reports that include:
- i. The number of samples received by the lab (cumulative total and number received during that reporting cycle).
 - ii. The number of samples for which the laboratory has finished for each of the analysis stages (cumulative total and number completed during that reporting cycle).
 - iii. The number of samples for which the laboratory has submitted complete results (for that sample) to EPA (cumulative total and number submitted during that reporting cycle).
 - iv. Percent capacity reached in the contract (i.e., number of sample results delivered compared to the maximum number specified in task order when all quantities are exercised); and percent capacity of samples ordered or ‘exercised’ (i.e. number of samples results delivered compared to the number of samples included in exercised quantities).
 - v. Data for each batch of samples processed, or revised, since the previous summary. Batches must consist of 10 or fewer NCCA samples and one control. The contractor must report the data using EPA’s data template, but updated with the new and revised data, and provide a separate case narrative (e.g., emailed Word or pdf file). The contractor also shall report its QA/QC data:
 - Electronic copy, or alternative approved format, of the bench sheets with the results of the daily checks of the chambers (e.g., dissolved oxygen (DO), temperature readings) and start and finish checks of the chambers (e.g., DO, temperature, potential hydrogen (pH), ammonia, salinity).
 - If a batch fails the QA/QC requirements (e.g., the organisms in the control have a low survival rate), the contractor must submit results from two tests: 1) the original; and 2) the retest. In extreme circumstances, the EPA TOCOR may grant a waiver for situations outside of the contractor’s control (e.g., the field crew did not collect a large enough sample for reanalysis) via written Technical Direction.
 - Comments about unusual conditions associated with the test and/or results.
 - Provide a simple list of the invoiced samples with the EPA sample #, site ID, and visit #. The TOCOR will compare the list with the NCCA master list of samples to verify that every sample has been invoiced one time.

In reviewing invoices, the EPA TOCOR will only consider the sample data to be complete if the data include the QA/QC data. In addition, the contractor shall provide a separate case narrative (e.g., emailed Word or pdf file) for the EPA TOCOR to review with the data.

- d. **Monthly Progress and Financial Reports:** The contractor shall provide a progress and financial report each month that matches the costs in the corresponding invoice.
- i. The contractor shall provide a progress report each month that includes project status; expenditures to date; number of samples in each processing stage

- compared to the plan; unexpected problems or concerns, including with quality assurance (e.g., multiple control failures); lessons learned; QA/QC activities; and next steps. The contractor shall prepare and submit the monthly progress reports in accordance with the contract clause, Contract Attachment 2, Reports of Work.
- ii. The contractor shall prepare and submit the financial reports in accordance with the contract clause, Contract Attachment 2, Reports of Work.
 - iii. In the financial report, the contractor shall identify the sample analyses completed during the month and billed in the invoice, using the NCCA site identification code and NCCA sample number.
 - iv. For the month in which the contractor delivers the final database for Task 4, the contractor shall include the costs for Task 4.
- e. **Issues Requiring EPA Resolution:** The contractor shall immediately notify the EPA TOCOR of any unexpected problems or concerns, including issues with QA/QC, and recommend remedies or corrective actions. Upon receiving written technical direction from the EPA TOCOR, the contractor shall revise its schedule in the technical proposal and respond to any additional comments/concerns from the EPA TOCOR following submission of the revised plan. The contractor also shall include problems and concerns in the monthly progress report.

Deliverables and Schedule under Task 1:

Subtask	Deliverable	Due
a.	Participation in teleconferences	Date/time per written technical direction from EPA TOCOR based upon contractor's recommended dates/times
b.	Plan and Schedule (expanded or confirmation that the original is correct)	Within two months of effective date of Task Order
c.	Status updates with data in spreadsheet with separate case narrative.	Monthly
d.	Progress and financial reports in electronic format	Monthly
e.	Email	Immediately when issue identified.
f.	Revised technical plan and schedule request (as necessary)	Revisions within 5 working days of receipt of written technical direction approving the schedule change request or EPA TOCOR comments requesting change to the requested schedule change.

Task 2. Quality Assurance (Contract PWS B.3)

Quality Assurance (QA) is an important component of EPA's work to assure that minimum quality standards are attained. The contractor shall address the QA requirements of this task order by adhering to the requirements and procedures identified in:

- The contractor's customized Quality Management Plan incorporated into this NARS contract;
- NCCA Survey QA documents describe how quality assurance and quality control will be applied to the collection of environmental data for the survey. The documents relevant to support in this task order are:
 - Quality Assurance Project Plan (QAPP)
 - Laboratory Operations Manual (LOM)

The NCCA 2020 quality documents will evolve throughout the task order. The contractor must notify the EPA TOCOR immediately if it identifies areas where its previous activities are not consistent with the revisions made to the QAPP and LOM. The EPA TOCOR will determine whether any modifications to the contractor's previous activities will be necessary, which may require a written modification to the task order by the EPA Contracting Officer (CO).

- a. The contractor shall demonstrate a commitment to adhere to the QAPP. The contractor's Quality Assurance Official (QAO) and each laboratory's QAO shall sign the page "Review & Distribution Acknowledgment and Commitment to Implement" in the introductory section of the QAPP. The contractor shall distribute the version of the QAPP and LOM available at award of the task order, and any additional revisions approved by the EPA QAO, throughout the contractor's organization, including subcontractors and consultants. If EPA distributes an updated version of the LOM and states that it contains a "significant change," relevant to sediment toxicity testing, the contractor shall acknowledge, in writing (e.g., Email), that it has received and distributed the revised LOM to the appropriate personnel.

- b. The contractor shall demonstrate its preparation for the work. The contractor shall provide documentation that it has completed all control analyses required in the LOM and QAPP, including but not limited to those demonstrating suitability of overlying water, clean sediment, healthy test organism and chamber non-toxicant tests prior to the start of any work. Because the quality assurance steps are integral parts of the test procedures, costs for the following control analyses and associated documentation are NOT BILLABLE as separate samples under this task order. The contractor shall provide documentation of control analysis results to the EPA TOCOR within five working days of receipt of technical direction requesting it. The contractor shall maintain this documentation for EPA to review until publication of the sediment toxicity results or notified by the EPA, whichever happens first.
- c. Implementation of QA/QC in performing the other tasks in this Performance Work Statement, the contractor shall document its QA activities as follows:
 - i. Standard Operating Procedures (SOPs) and any other quality assurance documentation developed or adopted by the contractor's laboratory for use in performing the required analyses. If the contractor does not develop or modify them as part of the costs incurred by the task order, the contractor may claim the SOPs to be proprietary.
 - ii. Reports of relevant QA activities in any deliverable. All QA documentation prepared under the task order shall be considered non-proprietary.
 - iii. Monthly reports of QA activities performed during implementation of this task order. These monthly QA reports shall identify QA activities performed to support implementation of this task order, problems encountered, deviations from the QAPP, and corrective actions taken. The contractor shall include the QA report with the monthly progress report.
- d. Ability to conform to NCCA measurement quality objectives, the contractor shall, at a minimum, ensure that the data meet the measurement quality objectives in the QAPP.

Deliverables and Schedule under Task 2:

Subtask	Deliverable	Due
a.	Original QAPP signature page	No later than 5 working days after effective date of task order
	Email acknowledgement of receipt of LOM with "significant change"	No later than 10 working days after receiving revised LOM
b.	Laboratory SOPs	No later than 5 working days after effective date of task order. If the laboratory modified the SOPs during the performance period, provide the final versions 5 working days before the end of the

Subtask	Deliverable	Due
		performance period. Otherwise, provide an email stating that the SOPs have remained unchanged throughout the task order.
c.	Documentation of laboratory readiness	No later than 5 working days after effective date of task order. Otherwise, if any conditions change, before use for new tests.
d.	Control analysis results	Within 5 working days of technical direction.
e.	Documentation of QA activities	With deliverables
	Monthly reports of QA activities	With monthly progress report
f.	Data and QC elements identified in procedure	With database

Task 3. Toxicity Testing (Contract PWS B.3, C.4)

The contractor shall strictly follow ALL procedures in the methods specified in Section I of this PWS for performing the toxicity testing of sediment samples collected by the NCCA field crews.

If the contractor identifies a situation requiring a minor change in a procedure, the EPA TOCOR must approve the deviation in written technical direction before the contractor can implement the change.

In addition to the delivery of data addressed in Task 1 of this PWS, the contractor shall provide the deliverables resulting from the following activities:

- a. Log each sample and record the condition of the sample into the NARS Information Management (IM) provided spreadsheet and email to NARS IM; contact information will be provided by the TOCOR before sampling begins) within 24 (clock) hours of the sample arriving at the laboratory. If the sample does not arrive when expected, the contractor shall immediately notify the EPA TOCOR or her/his designee.
- b. Retain the samples until the end of the period of performance of the task order. If EPA determines that transfer to another location is necessary, EPA will make separate arrangements (e.g., task order modification, purchase order) with the contractor for any necessary packaging and shipping expenses. Otherwise, at the end of the retention period, the contractor shall follow its internal protocols for disposal.
- c. Retain original records, including laboratory notebooks, for a minimum of 10 years from the date that EPA publishes the final report. If EPA determines that copies or physical transfer to another location is necessary, EPA will make separate arrangements (e.g., task order modification, purchase order) for any necessary photocopying, packaging and shipping expenses. Otherwise, at the end of the retention period, the contractor shall follow its internal protocols for disposal.

- d. Unless the TOCOR grants an exception, the contractor shall not publish findings based upon work conducted under this task order. This restriction shall remain in effect until EPA provides public access to the data when the NCCA 2020 Report is published.

Deliverables and Schedule under Task 3:

Subtask	Deliverable	Due
a.	Sample logged into NARS IM system	Within 24 (clock) hours of sample receipt
b.	Email identifying missing sample	Immediately if sample does not arrive when expected
c.	Access to samples	Upon EPA TOCOR's written request.
d.	Access to laboratory notebooks	Upon EPA TOCOR's written request.

Task 4. Final Database (Contract PWS B.1, B.3, C.4)

- a. For samples collected in 2020, the contractor shall provide a compiled set of results and respond to questions as called for in Task 1b.
- b. The contractor shall provide a revised and final databases for the results of the toxicity testing from all samples collected in 2020 and 2021) no later than two months before the end of the period of performance April 15, 2022 and shall answer EPA questions during the last preceding two months of the period of performance (as noted in Task 1b). The contractor shall provide:
- Responses to EPA's questions about the sample and QC data, as conveyed by the EPA TOCOR's technical direction.
 - Revised databases that incorporate changes based upon EPA's review of the data and identified by the EPA TOCOR's technical direction.
 - Final database that incorporates revisions identified by the EPA TOCOR's technical direction.
- c. For samples collected in 2022, the contractor shall provide a compiled, but separate dataset by January 31, 2023 and respond to EPA questions during February and March. The contractor shall provide a final dataset that incorporates revisions identified by the EPA TOCOR no later than March 15, 2023.
- iii.

Deliverables and Schedule under Task 4:

Subtask	Deliverable	Due
a	Compiled dataset of results from 2020 samples	10 working days after receiving written technical direction; but no later than 5 working days prior to date in Task 1b.
a.	Email with responses to data questions related to samples collected in 2020	1-5 working days per technical direction.
b.i	Email with responses to data questions	1-5 working days per technical direction

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b.ii	Revised databases	10 working days after receiving the EPA TOCOR's technical direction. The contractor shall assume that five revisions will be required as a result of EPA's review of the data during the periods identified in Task 4b.
b.iii	Final database	10 working days after receiving technical direction; but no later than the dates identified in Task 4b.
c	Compiled dataset	10 working days after receiving written technical direction; but no later than March 15, 2023

VI. TRAVEL

EPA does not anticipate that any travel will be necessary to perform the tasks in the Performance Work Statement.

VII. QUALITY ASSURANCE SURVEILLANCE PLAN

EPA will judge performance using the following Quality Assurance Surveillance Plan (QASP).

Performance Requirement	Measurable Performance Standards (working days do not include Saturday, Sunday, Federal Holidays, and EPA Furlough Days)	Surveillance Method	Incentives/Disincentives
Management and Communications: The Contractor shall maintain contact with the EPA TOCOR throughout the performance of the task order and shall immediately bring potential problems to the attention of the EPA TOCOR. In cases where issues have a direct impact on project schedules, cost, time, or quality, the contractor shall provide options for EPA's consideration on resolving the issues or mitigating their impacts.	Any issue adversely impacting project schedules, cost, time or quality shall be brought to the attention of the EPA TOCOR within 3-working days of occurrence.	EPA TOCOR will identify unreported issues.	Two or more incidents where the contractor: <ul style="list-style-type: none"> Does not provide timely notification; or Created a severe adverse situation will be considered unsatisfactory performance and will be reported as such in the CPARS Performance Evaluation System under the category of Management . Fewer than two incidents where the contractor does not meet the measurable performance standard will be considered acceptable performance and will be reported as such in the CPARS Performance Evaluation System under the category of Business Relations

Timeliness: Data (Task 1) and databases (Task 4) shall be delivered in accordance with the schedule developed in PWS Task 1. After EPA accepts the final schedule in Task 1,	<ul style="list-style-type: none"> No more than 25% of the data for Task 1 shall be submitted more than 3 working days past the date in the accepted schedule. 	100% of the progress reports, data submissions, and databases will be reviewed by the EPA TOCOR monthly to compare actual delivery dates against those in the	Unsatisfactory rating under the category of Schedule in CPARS when the contractor does not meet the measurable performance standards during the applicable period of performance.
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Performance Requirement	Measurable Performance Standards (working days do not include Saturday, Sunday, Federal Holidays, and EPA Furlough Days)	Surveillance Method	Incentives/Disincentives
<p>it is unlikely that EPA will be willing to extend the schedule due to any factors under the contractor's control (e.g., to complete work under another contract).</p> <p>Samples shall be analyzed before the 8-week holding time expires.</p>	<ul style="list-style-type: none"> • None of the data for Task 1 shall be submitted more than 40 working days past the date in the accepted schedule. • No more than 15% of the revised databases (Task 4) shall be submitted more than 3 working days past the date in the accepted schedule. • No delays in submitting the final database (Task 4) by the "no later than" date in the PWS. 	approved schedule from Task 1.	
<p>Technical Effort: The Contractor shall assign appropriately leveled and skilled personnel to all tasks; and abide by the contractor's QMP, the NCCA QAPP, and the methods identified in Section I.</p>	<p>No more than 25% of reviewed deliverables and data shall require revisions to meet the requirements of the QMP, NCCA QAPP, data template, and the methods identified in Section I.</p> <p>All of the assigned staff must meet the LOM requirements for their assigned duties.</p>	100% of the data will be reviewed by the EPA TOCOR to identify noncompliance issues with the QMP, NCCA QAPP, and the methods identified in Section I.	Unsatisfactory rating under the category of Quality in CPARS when the contractor does not meet the measurable performance standards during an applicable period of performance.